

AVIATION

Memorandum of Cooperation Between the UNITED STATES OF AMERICA and SOUTH AFRICA

Signed at Washington and Pretoria
May 15 and 20, 1998



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“...the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

SOUTH AFRICA

Aviation

*Memorandum of cooperation signed at Washington and Pretoria
May 15 and 20, 1998;
Entered into force May 20, 1998.*

MEMORANDUM OF COOPERATION (NAT-I-3421)

BETWEEN

**FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA**

AND THE

**CIVIL AVIATION AUTHORITY
DEPARTMENT OF TRANSPORT
REPUBLIC OF SOUTH AFRICA**

WHEREAS, the Federal Aviation Administration of the Department of Transportation of the United States of America, hereinafter referred to as the FAA, and the Civil Aviation Authority of the Department of Transport of the Republic of South Africa, hereinafter referred to as the CAA, have as a common purpose the promotion and development of technical cooperation in air navigation and air traffic control between the two countries, and;

WHEREAS, the Administrator of the FAA is authorized to develop, modify, test, and evaluate systems, procedures, facilities and devices to meet the needs for safe and efficient systems in civil aviation; and

WHEREAS, such cooperation will encourage and foster the development of civil aeronautics and air commerce in the U.S. and abroad;

NOW THEREFORE, the FAA and the CAA, hereinafter referred to as the parties, agree to undertake joint programs, in accordance with the following terms and conditions.

ARTICLE I - PURPOSE OF AGREEMENT

A. The purpose of this Memorandum of Cooperation (MOC) is to establish an umbrella agreement for mutual cooperation in the area of air navigation and air traffic control. For this purpose the parties may, subject to the availability of appropriated funds and necessary resources, provide personnel, resources, and related services to cooperate to the extent called for in the annexes to this MOC.

B. This purpose may be achieved by cooperation in any of the following areas:

1. The exchange of information regarding programs and projects, research results or publications.
2. The execution of joint analyses.
3. The coordination of research and development programs and projects and their execution based on shared effort.
4. The exchange of scientific and technical staff.
5. The exchange of specific equipment and systems for research activities and compatibility studies.
6. The joint organization of symposia or conferences.
7. Reciprocal consultations with the aim of establishing concerted action in appropriate international bodies.

ARTICLE II - FUNDING

Unless otherwise specified in the annexes, each party will assume the cost of work to be done by it, in accordance with specific tasks identified in the annexes.

ARTICLE III - IMPLEMENTATION

A. This MOC shall be implemented through technical annexes, which, when mutually agreed by both parties, shall form part of this MOC.

B. Representatives from the FAA and the CAA shall meet periodically to discuss potential new program activities. A joint review of the program status of ongoing activities, which are the subject of annexes to this MOC, shall be conducted as mutually agreed by the parties.

ARTICLE IV - EXCHANGE OF PERSONNEL

Under this MOC and as identified in the annexes to this MOC, an exchange of technical personnel may be undertaken as required to pursue the activities described in the annexes. Such personnel shall perform work as mutually agreed by the parties in the annexes. Such personnel may be from the FAA, the Civil Aviation Authority (CAA), or supporting Government agencies, or contractors as mutually agreed. Administrative support provisions for personnel being exchanged shall be delineated in each appropriate annex.

ARTICLE V - EQUIPMENT AND LOAN ARRANGEMENTS

A. Equipment may be loaned or exchanged between the parties as may be mutually agreed in the annexes to this MOC. Such equipment shall be identified in each appropriate annex. The following general provisions shall apply unless otherwise specified in the annexes:

1. The lender shall, at its own expense, transport any equipment to the borrower's designated location, identifying its value.
2. The borrower shall assume custody and possession of said equipment upon its delivery to the designated receiving point.
3. Upon completion of use or expiration or termination of the pertinent annex or the MOC, the borrower shall return the equipment to the lender at the borrower's expense. The equipment shall remain in the custody of the borrower until returned to the lender's designated receiving point.
4. The borrower assumes responsibility for installation of equipment at the borrowers' location.
5. The party shipping the equipment shall assist in securing export licenses and other documents with respect to the equipment.
6. The lender shall assist the borrower in locating sources of supplies for common items and parts peculiar which are not readily available to the borrower.
7. The borrower shall place and install equipment in accordance with the agreed program plan, as shown in the annex.

8. The borrower shall operate and maintain equipment in proper condition during the period of the loan, and shall ensure operability of the equipment and shall permit inspection by the lender at any reasonable time.
9. In the event of loss or damage of any equipment loaned under this MOC and for which the borrower has assumed custody and possession, the borrower shall compensate the lender for value of items lost or damaged.
10. Any equipment exchanged under this MOC shall be solely for research or developmental purposes and shall not be used in any way whatsoever for active civil aviation or other operational use.
11. Any transfers of technology, equipment or other items pursuant to this MOC shall be subject to the applicable laws and policies of the parties.

ARTICLE VI - RIGHTS

Except as required by applicable law, neither party shall release any information or material pertinent to the tasks, or related to the agreed program, to third parties other than contractors or subcontractors engaged in the program.

ARTICLE VII - LIAISON

Technical program liaison for specific activities will be established as indicated in the annexes and appendices.

ARTICLE VIII - LIABILITY

A. The CAA, on behalf of the Government of the Republic of South Africa, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work performed under this Memorandum. The CAA, on behalf of the Government of the Republic of South Africa, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of the Republic of South Africa, or by any agency

thereof, or by third persons for personal injury, death, or property damage arising out of work performed under this Memorandum.

B. It is understood that grossly negligent, fraudulent, or criminal acts resulting in personal injury, death or property damage shall not be considered activities within the scope of "work performed under this Memorandum" for the purpose of the obligation of CAA to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States arising out of work performed under the Memorandum.

ARTICLE IX - AMENDMENTS

This MOC or its annexes or its appendices may be amended by mutual consent of the parties. The details of any such amendment shall be memorialized by written agreement signed by both parties.

ARTICLE X - RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or application of this MOC or its annexes shall be resolved by consultation between the two parties and will not be referred to any international tribunal or third party for settlement.

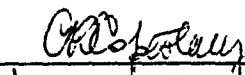
ARTICLE XI - ENTRY INTO FORCE AND TERMINATION

This MOC shall enter into force upon signature of both parties and shall remain in force until terminated. This MOC or its annexes or appendices may be terminated at any time by either party by providing sixty (60) days notice in writing to the other party. Termination of this MOC also shall terminate all annexes and appendices subsequently concluded by the parties pursuant to this MOC.

ARTICLE XII -- AUTHORITY

The FAA and the CAA agree to the provisions of this MOC as indicated by the signature of their duly authorized representatives.

**FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA**

BY: 
Joan W. Bauerlein
Director

TITLE: Office of International Aviation

DATE: 5-15-98

**CIVIL AVIATION AUTHORITY
DEPARTMENT OF TRANSPORT
REPUBLIC OF SOUTH AFRICA**

BY: 
Reinier Willem van Zyl
Chief Director

TITLE: Civil Aviation Authority

DATE: 5-20-98